

RESOLUTION NO. 1594

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN CENTRAL POINT AND JACKSON COUNTY RELATED TO LAW ENFORCEMENT SERVICES ON CERTAIN ROADS

Recitals:

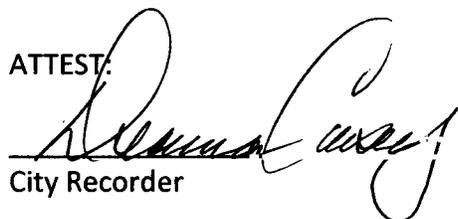
- A. The County has several County Maintained Roads which are within, adjacent to, or serve as the city limit boundary of the CITY.
- B. The City and the County desire to establish which party has responsibility for the response to an accident occurring on a County Maintained Road and for enforcing laws related to the operation of a vehicle on a County Maintained Road (hereinafter "traffic enforcement and incident response") within, adjacent to, or serving as the city limit boundary for the City.
- C. City acknowledges the need to maximize the efficiency and use of response staff. City finds that the establishment of the responsibilities of each party for traffic enforcement and incident response on County Maintained Roads will achieve this purpose.
- D. City is authorized to enter into such an agreement pursuant to Chapter 190 of the Oregon Revised Statutes.
- E. The City Council finds it is in the best interest of the City to work with County to coordinate responses to traffic enforcement and incident response on certain County Maintained Roads.

The City of Central Point resolves as follows:

Section 1. The City Manager is authorized to execute the Intergovernmental Agreement Between Central Point and Jackson County Related to Law Enforcement Services on Certain Roads attached hereto as Exhibit "A" and to execute such further documents as necessary to effectuate this agreement.

Passed by the Council and signed by me in authentication of its passage this 5th day of August, 2019.


Mayor Hank Williams

ATTEST:

City Recorder

**INTERGOVERNMENTAL AGREEMENT BETWEEN CENTRAL POINT AND
JACKSON COUNTY RELATED TO LAW ENFORCEMENT SERVICES
ON CERTAIN ROADS**

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter "Agreement") is entered into by and between the CITY OF CENTRAL POINT, an Oregon municipal corporation (hereinafter "CITY"), and JACKSON COUNTY, a political subdivision of the State of Oregon (hereinafter "COUNTY"), collectively referenced as the PARTIES, for law enforcement services on public roads under the jurisdiction of the County for the purpose of maintenance and operations (hereinafter "County Maintained Roads") within, adjacent to, or bordering the CITY.

RECITALS

WHEREAS, the COUNTY has several County Maintained Roads which are within, adjacent to, or serve as the city limit boundary of the CITY; and

WHEREAS, the PARTIES desire to establish which Party has the responsibility for the response to an accident occurring on a County Maintained Road and for enforcing laws related to the operation of a vehicle on a County Maintained Road (hereinafter "traffic enforcement and incident response") within, adjacent to, or serving as the city limit boundary for the CITY; and

WHEREAS, the PARTIES both acknowledge the need to maximize the efficiency and use of response staff and that the establishment of the responsibilities of each Party for traffic enforcement and incident response on County Maintained Roads will achieve this purpose; and

WHEREAS, the CITY and COUNTY are authorized to enter into such an agreement pursuant to Chapter 190 of the Oregon Revised Statutes.

AGREEMENT

NOW, THEREFORE, in consideration of the terms and conditions contained herein, it is mutually agreed by the CITY and COUNTY as follows:

1. COUNTY. Except as otherwise provided in Section 3 of this Agreement, the COUNTY shall be the lead agency for traffic enforcement and incident response for County Maintained Roads within, adjacent to, or serve as the city limit boundary of the CITY as follows:
 - a. Table Rock Road (Vilas Rd. – I-5 over crossing)
 - b. E. Pine Street (Hamrick Rd. – Table Rock Rd., including the Hamrick Rd. @ E. Pine St. intersection)
 - c. Beall Lane (Grant Rd. – Merriman Rd.)
 - d. Peninger Rd. (Upton Rd. – E. Pine St.)
 - e. Bebee Rd. (Hamrick Rd. – Gebhard Rd.)
 - f. Gebhard Rd. (Beebe Rd. – Wilson Rd.)
 - g. Upton Rd. (I-5 over crossing – Old Upton Rd. N)

2. CITY. The CITY shall be the lead agency for traffic enforcement and incident response for County Maintained Roads within, adjacent to, or serve as the city limit boundary of

the CITY as follows:

- a. E. Pine Street (NB Off-ramp to Hamrick Rd., excluding the Hamrick Rd. @ E. Pine intersection)
 - b. Hamrick Road (E. Pine St. – Table Rock Rd.)
 - c. All roads within the Boes subdivision including Boes Ave., Raymond Way, Teresa Way and Old Upton Road N.
 - d. Pittview Ave.
 - e. W. Pine Street
 - f. Hanley Rd (W. Pine St. – Beall Ln.)
 - g. Grant Rd. (Scenic Ave. – Beall Ln.)
 - h. Roads within an unincorporated area of the COUNTY which are completely surrounded by the incorporated area of the CITY including:
 - i. Edwina Ave. (Beall Ln. – Libby St.)
 - ii. Libby St. (Edwina Ave. – Bursell Rd.)
 - iii. Edella Ave. (Beall Ln. – city limits)
 - iv. Tulane Ave. (Carlton Ave. – Sunland Ave.)
 - v. Sunland Ave. (Tulane Ave. – Carlton Ave.)
 - vi. Carlton Ave. (Tulane Ave. – Sunland Ave.)
 - vii. Taylor Rd. (Sunland Ave. – Grant Rd.)
3. **Annexation or Transfer of Roads to City.** When the CITY accepts the transfer of a County Maintained Road set forth in Section 1 of this Agreement to be within the jurisdiction of the CITY pursuant to ORS 373.270 or the CITY completes an annexation of a County Maintained Road into the incorporated boundaries of the City, the COUNTY shall cease to be the lead agency for traffic enforcement and incident response for that road and the CITY shall be the lead agency for traffic enforcement and incident response for that road. Notwithstanding the foregoing, upon annexation of a County Maintained Road specifically listed in Section 1, the County shall remain the Lead Agency for such road unless the parties mutually agree to transfer such responsibility to City, as evidenced by a written amendment to this Agreement.
4. **Responsibilities of Lead Agency.** For the purposes of this Agreement, a party who is the lead agency for traffic enforcement and incident response on a specific County Maintained Road under this Agreement shall be the party who is the initial agency dispatched or called to an accident or event occurring on that County Maintained Road.
5. **Traffic Enforcement and Incident Response Only.** This Agreement is limited in scope only to establishing which of the Parties is the lead agency for traffic enforcement and incident response on the above identified County Maintained Roads. Primary responsibility for all other aspects of law enforcement, including but not limited to response to crimes and other non-traffic related calls shall remain with the CITY if the incident occurs within the incorporated area of the CITY and with the COUNTY if the incident occurs within an unincorporated area of the COUNTY.
6. **Term.** This Agreement is effective upon approval by both Parties and shall remain in effect until terminated as set forth in Section 5 of this Agreement.
7. **Termination.** Either Party may terminate this Agreement with 180 days written notice to

the other Party.

8. Independent Contractors. Both the CITY and COUNTY are acting as independent contractors.
 - 8.1 Control of Personnel. Control of personnel, standards of performance, discipline, and all other aspects of the performance of law enforcement services pursuant to this Agreement shall be governed entirely by the PARITES respective organizations. Allegations of misconduct shall be investigated in accordance with the respective organizations policies and procedures as well as any applicable collective bargaining agreements.
 - 8.2 Status of Employees. All personnel providing services hereunder are employees of their respective organizations. The responsibility for wages, benefits, any other compensation, injury, or sickness arising from the performance of the law enforcement services by the CITY or COUNTY hereunder shall be that of the CITY or COUNTY respectively.
9. No Third Party Beneficiaries. COUNTY and CITY are the only Parties to this Agreement. This Agreement is not intended to and shall not be construed to give any Third Party any interest or rights including, without limitation, any third party beneficiary rights, with respect to or in connection with this Agreement or any provision herein.
10. Indemnification. Unless prohibited by the Oregon Tort Claims Act and the Oregon Constitution, the PARTIES shall indemnify and hold harmless each other as follows:
 - 10.1 Indemnification City. The CITY shall defend, indemnify and hold harmless the COUNTY, its elected officials, officers, deputies, employees and agents from any and all costs, claims, judgments or awards of damages resulting from claims concerning acts or omissions of the CITY, its officers, employees, elected officials, or agents acting under this Agreement.
 - 10.2 Indemnification County. The COUNTY shall defend, indemnify and hold harmless the CITY, its elected officials, officers, deputies, employees and agents from any and all costs, claims, judgments or awards of damages resulting from claims concerning acts or omissions of the COUNTY, its officers, employees, elected officials, or agents acting under this Agreement.
11. Force Majeure. Neither party to this Agreement shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's officers, employees or agents.
12. Notice. Whenever notice is required or permitted to be given under this Agreement, such notice shall be given in writing to the other party by: personal delivery; sending via a reputable commercial overnight courier; or mailing using registered or certified United States mail, return receipt requested, postage prepaid, to the addresses set forth below:

IF TO CITY:

CITY OF CENTRAL POINT POLICE DEPARTMENT
Attn: Kristine Allison, Chief
155 South 2nd Street
Central Point, Oregon 97502

IF TO COUNTY:

JACKSON COUNTY SHERIFF'S OFFICE
Attn: Sue Watkins, Administrative Assistant
5179 Crater Lake Highway
Central Point, Oregon 97502

AND

JACKSON COUNTY
Attn: County Administrative Officer
10 S. Oakdale, Room 214
Medford, Oregon 97501

- 13. Amendments. This Agreement may be amended at any time by the mutual written agreement of both the CITY and the COUNTY.
- 14. Entire Agreement. This Agreement contains the complete understanding of the parties with respect to the subject matter hereof. Any prior agreements, promises, negotiations, or representations of or between the parties, either oral or written, relating to the subject matter of this Agreement, which are not expressly set forth in this Agreement, are null and void and of no further force or effect.
- 15. Waiver. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach thereof. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance.
- 16. Severability. If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF the parties have caused this Agreement to be signed in their respective names by their duly authorized representatives as of the dates set forth below.

CITY OF CENTRAL POINT:

Chris Clayton, City Administrator

Date:

JACKSON COUNTY:

Danny Jordan, County Administrator

Date:

APPROVED AS TO LEGAL
SUFFICIENCY:

City Counsel

County Counsel